

DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M

TO: Dr. Gerald Benaquista

C: Dr. Gretel Perez
Yolanda Koon
Diana Cappiello
Bernadette Watson

From: Kim Conti 

Re: Board Agenda

Date: March 12, 2024

Approve Cross County Clinical and Educational Services (P.O. Box 150, Ringwood, New Jersey 07456) to provide Bilingual evaluations at the rate of \$980.00, not to exceed \$3,920.00 for the 2024-2025 School Year.
(11-000-219-320-01-19)



Cross County

Clinical & Educational Services

P.O. Box 150, Ringwood, N.J. 07456

732-821-1266 FAX: 732-821-5886

mail@crosscountyclinical.com

NJ District Agreement

2024-2025

AGREEMENT made by Cross County Clinical & Educational Services Inc., herein referred to as the AGENCY.

WHEREAS, **THE DISTRICT** wishes to retain the services specified.

(1) **CONSIDERATION.** In full and complete consideration for the services to be provided pursuant to this Agreement, the AGENCY shall bill the District for Psychological, Learning, Speech Language, P/T, O/T, and Social Intake Assessments.

(2) All CCC Providers have Archived their CHR's under CROSS COUNTY CLINICAL & EDUCATIONAL & SERVICES with the Office of Student Protection Agency (OSPA) a Department of the NJBOE.

CCC has copies of the Providers Credentials including the Providers Licenses and Certifications per OSPA requirements. AGENCY shall supervise the existence and retention of professional licenses and other qualifications as well as malpractice and disability insurance coverage for all practitioners providing services listed in paragraph

(3) AGENCY shall provide all documentation presently required by local, state and/or federal statutes, rules and regulations, to substantiate the provision of services listed in paragraph (2).

(4) Services shall be provided to all persons regardless of race, creed, color, national origin, sex, sponsor, blindness, or handicap.

(5) The therapists used by the AGENCY are independent contractors. AGENCY shall have the sole responsibility for the payment of wages and other compensation.

We provide our Referral Form to the requesting Case Manager of CST Secretary. This document contains all pertinent information we need about the student, parent information, language, reason for the requested assessments.

Our Providers have a 30-day window to complete the assessment from assignment to submission. In the event we run into a problem and feel we can't meet the expected date; we contact the Case Manager or CST Secretary immediately.

Reports will be emailed to the requesting CST member and/or Case Manager after review. The original plus the protocols will be mailed to the designated person along with our invoice.

ENTIRE AGREEMENT. This Agreement sets forth the entire Agreement between the parties and may not be changed orally, and may only be changed, amended or modified by an instrument in writing duly signed by the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

AUTHORIZED SIGNATURE. This Agreement shall not be binding in any ways against THE AGENCY until and unless executed on THE AGENCY's behalf by the Director of Services.

Cross County Clinical &
Educational Services, Inc.



Mark Palumbo
Director of Services

(Signature)

School District Name



**Cross County Clinical &
Educational Services, Inc.**
P.O. Box 150, Ringwood, NJ 07456
732-821-1266 FAX: 732-821-5886
mail@crosscountyclinical.com

Fee Schedule: 2024-2025

Child Study Team Evaluations – English

\$ 875.00 ea.

Speech-Language Diagnostic Battery
Psychological Diagnostic Battery
Educational Evaluation by LDTC
Social Work Evaluation/Social-Developmental History

Child Study Team Evaluations – Bilingual

\$ 980.00 ea.

Arabic	Korean
Chinese –Cantonese	Polish
Chinese – Mandarin	Portuguese
French	Russian
Haitian Creole	Spanish
Indian (Hindi, Gujarati, Bengali)	Urdu
(other languages available – please call)	

Battelle Developmental Inventory – five domains

\$ 1,310.00 ea.

Formal reports – English:	n/c
Report summary in second language:	\$ 295.00 ea.
Complete Report translation in second language:	\$ 450.00 ea.

FBA/BIP

\$ 2350.00 ea.

P/T and O/T Evaluations

\$ 980.00 ea.

Translation/Interpreter Services

Minimum of 2 hours a day on site: \$ 100-250/hr

Psychological, Speech Pathology, LD, LCSW Services (on-site)

For specific rates contact the CCC Director of Services: \$ 105.00-175.00/hr

* Notes: Evaluators may not be able to attend Individualized Education Program Meetings.
If available for IEP Meetings there is a minimum of 3 hours a day.
Open purchase order discounts up to 25% available – call for details

UNION TOWNSHIP BOARD OF EDUCATION - RIDER FORM

This Rider is incorporated fully into the terms of the attached Agreement between Cross County Clinical & Educational Services, PO Box 150, Ringwood, NJ 07456 and the Union Tp. Board of Education, for the 2024-2025 academic school year. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

I. Licensing/Certification

Provider shall only provide employees who are licensed or certified as may be required by State law.

II. Criminal Background Check

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

III. Sexual Abuse/Child Abuse Disclosure Release Form

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as "Pass the Trash", the "PTT Law"), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

IV. Insurance

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees which may give rise to liability under this Agreement. Coverage shall be written on a "claims made basis" for a minimum of One Million Dollars (\$1,000,000.00) per individual and in the sum of Three Million Dollars (\$3,000,000.00) per occurrence.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.

V. Indemnification

Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.

VI. Fees.

The Provider shall be paid \$980.00 per hour for Bilingual Evaluations, in an amount Not To Exceed \$3,920.00 for the term of the Agreement.

VII. Term.

This Contract may be renewed at the option of the Board for two additional one-year extensions subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

VIII. Public Contracting Requirements

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.
- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.

- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

IX. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.

- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. This Rider, along with the Contract, constitutes the entire Agreement between the Provider and Board. **To the extent any terms included in the Contract conflict with the terms of the Rider, this Rider takes precedence.**
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

X. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

Notices to the Board shall be delivered to:

Yolanda Koon , Business Administrator/Secretary
Union Tp. Board of Education
2369 Morris Avenue
Union, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Taylor Law Group, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Cross County Clinical & Educational Services
PO Box 150
Ringwood, NJ 07456

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

Print name/Title:

Dated: _____

BOARD OF EDUCATION

Print Name/Title:

Dated: _____